

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Social Services		(2) MEETING DATE April 4, 2006		(3) CONTACT/PHONE Trish Avery Caldwell (805) 781-1831	
(4) SUBJECT Request to approve a contract for Funding Processes and Funding Strategies between the County of San Luis Obispo Department of Social Services and Benton & Associates, Ltd., in the amount of \$93,206.00.					
(5) SUMMARY OF REQUEST The Department of Social Services (DSS) is requesting approval of a contract with Benton & Associates, Ltd. in the amount of \$93,206.00 for integration of funding processes and strategies in order to increase the total federal dollars received by San Luis Obispo County departments. A total of \$58,080 will be spent in FY 2005/06 and \$35,126 will be spent in FY 2006/07.					
(6) RECOMMENDED ACTION It is recommended that your Board approve, and direct the Chairperson to sign, a contract with Benton & Associates, Ltd., for professional funding processes and funding strategies for Fiscal years 2005/2006 and 2006/2007 in the amount of \$93,206.00.					
(7) FUNDING SOURCE:		(8) CURRENT YEAR COST		(9) ANNUAL COST	(10) BUDGETED?
Fed \$41,011		\$58,080.00		n/a	<input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A
State \$38,215		\$38,126.00 (FY 06/07)			<input type="checkbox"/> No
Community/First 5 \$13,980					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The Department of Social Services has been working with the First Five Commission and other County agencies to maximize the funding opportunities available to our County. County Counsel has reviewed and approved this contract as to legal form and effect.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: center; font-size: 24px; font-family: cursive;">OK Dan Buelchi</div>					
(14) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, <u>All</u>			(15) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (2 Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

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(4.4.06)



DEPARTMENT OF SOCIAL SERVICES

3433 South Higuera Street, Post Office Box 8119
San Luis Obispo, California 93403-8119

TO: Board of Supervisors

FROM: Leland W. Collins, Director
Department of Social Services

DATE: April 4, 2006

SUBJECT: Request to approve a contract for Funding Processes and Funding Strategies between the County of San Luis Obispo Department of Social Services and Benton & Associates, Ltd., in the amount of \$93,206.00.

Recommendation

It is recommended that your Board approve, and direct the Chairperson to sign, a contract with Benton & Associates, Ltd., for professional funding processes and funding strategies for Fiscal years 2005/2006 and 2006/2007 in the amount of \$93,206.00.

Discussion

Benton and Associates, Ltd. (Benton), is a nationally recognized management and consulting firm known for their expertise in the highly specialized area of human services and management finance. Since 1993, state and local governments have been seeking the personalized services of Benton. Using a team approach of highly qualified professionals in their field, Benton has assisted counties across the country and in California in analyzing, managing and maximizing the Child Welfare Services Title IV-E and other Federal funding to support the services of children and their families. Title IV-E of the federal Social Security Act authorizes federal matching money for a wide range of child welfare services including adoption, foster care, case management, training, and certain abuse prevention services.

Currently, many counties are not receiving the maximum federal reimbursement possible due to their failure to pursue the maximum federal reimbursement possible. Benton assists in identifying high priority funding areas such as Temporary Assistance to Needy Families (TANF), Child Welfare Services (CWS) Allocation, Supplemental Security Income (SSI), Social Security Title IV-E, and other Federal funding. In addition to identifying key funding sources Benton provides staff with guidance and technical assistance in adequately preparing the cumbersome paperwork required when filing a claim(s). Assistance includes designing protocols for documenting the eligibility of children and their families, conducting case file reviews, developing claiming procedures and training staff on these new procedures, and consulting with County and State officials to assure a common understanding of applicable policy.

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Our goal in entering into this contract is to improve utilization of Title IV-E and other Federal funding through a work plan which will set forth recommendations for a priority of financing actions to be taken during the current and subsequent fiscal years, thus providing managers with information for improved planning, evaluating and resource allocation internally and with other County departments. Benton has the qualifications, experience and national reputation for assisting counties in preparing accurate, timely and appropriate claims for Federal Title IV-E and other Federal funding.

Other Agency Involvement

The Department of Social Services has been working with the First Five Commission and other County agencies to maximize the funding opportunities available to our County. County Counsel has reviewed and approved this contract as to legal form and effect.

Financial Considerations

The total cost of this contract is not to exceed \$93,206.00 for the term of this contract. Of this amount \$41,011.00 will be met using federal funds, \$38,215.00 using state funds, and the \$13,980 county share will be funded with a donation from the First Five Commission. Based on prior work done by Benton, it is estimated the County will recover a minimum of close to one half million dollars in the first year's work. Full implementation of Benton recommendations could result in over two million in revenue annually. The contract amount will require no increase in appropriation and can be absorbed in our current year budget as well as our FY 2006/07 budget.

Agency	FY 04/05	FY 05/06	FY 06/07	Notes	Sharing Ratios			
					Fed	State	Co	Other
Benton & Associates, Ltd.	\$.00	\$58,080.00	\$35,126.00	Human Services Mgt and Finance Services	\$41,011	\$38,215		\$13,980

Results

Within ninety (90) days of contract approval, Contractor will develop a "Matrix of Services" that identifies services that could or should be financed by Title IV-E funding.

Within one hundred and twenty (120) days of contract approval, Contractor will facilitate a workshop involving key staff from the County, other public and private agencies, and stakeholders, to review and discuss matrix and desired funding outcomes.

Within one hundred and fifty (150) days of contract approval, Contractor will create a work-plan based on recommendations from public and private agencies and stakeholders at the workshop.

Within 180-360 days of contract approval, Contractor will work with County to implement actions approved by County and identified in the work-plan.

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CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This Contract, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Benton & Associates, Ltd. (hereafter "Contractor").

WITNESSETH:

WHEREAS, County has a need to re-examine the use of Title IV-E funds in the context of other funding streams particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, County is responsible for coordinating child welfare services and partnering with other County agencies and Community Based Organizations (CBOs) consistent with Title IV-E of the Social Security Act; and

WHEREAS, in addition to the Title IV-E, County received funding from a variety of sources including Child Welfare Services (CWS) Allocation, Child Welfare Augmentation and Title XIX; and

WHEREAS, the County has redoubled its commitment to services to children and their families at the same time that the County and State governments are redesigning the framework governing child welfare and the State and Federal governments are revising their policies governing Title IV-E funding; and

WHEREAS, given changes in County, Federal, and State policy, there is a need to re-examine the County's use of Title IV-E in the context of other funding streams; and

WHEREAS, Contractor has a reputation for assisting counties across the country and in California to prepare accurate, timely and appropriate claims for Federal funding; and

WHEREAS, this Contract is let in accordance with California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 23-600.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Retention of Services. County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services, set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. Compensation. County shall compensate Contractor for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Duration and Effective Date. Contractor and County shall comply with the Duration and Effective Date attached hereto as Exhibit C and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all provisions of County's General Conditions attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

Leland Collins, Director
Department of Social Services
P.O. Box 8119
San Luis Obispo, CA 93403


and to the Contractor at:

Bill B. Benton, Vice President
Benton & Associates, Ltd.
4255 Buckskin Lake Drive
Ellicott City, Maryland 21042

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day
and year herein set forth below.

CONTRACTOR

Benton & Associates, Ltd., a private corporation


Lynn S. Benton, President

3-14-06^{6:28}
Date


Bill B. Benton, Vice President

3-15-06
Date

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COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST

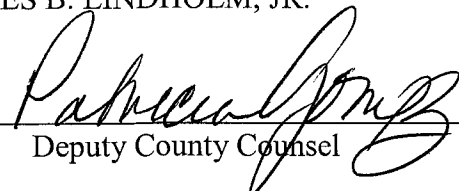
By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Dated: _____

COUNTY OF SAN LUIS OBISPO
COUNTY COUNSEL

Approved as to form and legal effect.

COUNTY COUNSEL
JAMES B. LINDHOLM, JR.

By:  _____
Deputy County Counsel

Dated: 3/21/06

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EXHIBIT A

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Services to be Performed

1. Scope of Services:

Contractor will work closely with County to identify and review all high priority funding sources necessary to provide local family and child welfare services. The information gathered will be presented in a matrix that identifies services that could or should be financed by Title IV-E of the Social Security Act in the context of other Federal, State, or local funding.

2. Service Specifications:

a. Contractor will provide a complete and detailed review of high priority funding areas which shall include at a minimum the following:

- 1) Redirect Temporary Assistance to Needy Families (TANF) funding.
- 2) Reexamine the use of the County's Child Welfare Services (CWS) Allocation.
- 3) Aggressively pursue Supplemental Security Income (SSI) for children in foster care.
- 4) Establish the obligation for child support for children in foster care.
- 5) Extend Title IV-E to other County agencies.
 - a) Using Title IV-E to fund case management and other "administrative" services provided by mental health to non-Medi-Cal children and their families.
 - b) Extending Title IV-E funding to children served by adult probation officers.
 - c) Extending Title IV-E funding to children served by the County's drug and alcohol services.
- 6) Expand Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) funding to County agencies where appropriate, including:

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- a) The case management component of California Work Opportunity and Responsibility to Kids (CalWORKS), over and above the allocation.
 - b) Case management services provided to children at risk of abuse and neglect served by County, over and above the CWS allocation.
 - c) Case management services provided to Adult Protective Services clients.
 - d) Outreach and other efforts to enable persons to become Medi-Cal beneficiaries.
- 7) Expand efforts to leverage the County's Proposition 10 funding by using those funds to match down appropriate additional Federal funding under Titles IV-E and XIX, for eligible programs identified by the First Five Commission and the County.
- 8) Actively solicit third-party cash donations as match for Title IV-E and Medi-Cal.
- 9) Expand Title IV-E and Medi-Cal funding to Community-Based Organizations (CBOs) subject to approval by the State.
- b. Contractor will consult with County and others designated by the County and review/revise these opportunities (as well as other opportunities that may have surfaced since Contractor's preliminary review) to determine a "final" list of opportunities. Using agreed upon list, Contractor will conduct a detailed review of each program on the list in order to determine:
- 1) The exact nature of the services provided.
 - 2) The demographics of the persons served.
 - 3) The ways that those services are presently financed.
- The major deliverable resulting from this activity will be a matrix of services and the extent that those services could or should be financed by Title IV-E of the Social Security Act in the context of other Federal, State or local funding.
- c. Using the service matrix (discussed in "b" above) as a foundation for an understanding of the County's current array of child welfare services, Contractor will facilitate a workshop involving key staff from the County, other public and private agencies, and stakeholders. The purpose of this workshop will be to outline a vision of the County's priorities with regard to the use of Title IV-E and other funding streams.
- d. Contractor will brief County and the First Five Commission on the results of the service matrix and workshop (discussed in "b and "c" above). The briefing will address the following issues:

- 1) Current funding for each major child welfare service.
- 2) Options for Title IV-E and alternative funding of each program.
- 3) Effort required for refinancing each program.
- 4) Financial and program implications of alternative financing.

This action will result in a work-plan setting forth recommendations for priority refinancing actions that should be taken during the current fiscal year, undertaken during the coming fiscal year, or deferred for future action.

- e. Contractor will work with County to implement approved work-plan actions. Contractor's assistance may include any or all the following activities:

- 1) Redesign of procedures for documenting staff time.
- 2) Development of alternative methodologies for the allocation of costs to Title IV-E and other benefiting programs.
- 3) Design of protocols for documenting the eligibility of children (e.g., "reasonable candidacy") and their families in order to assure the allow-ability of costs claimed.
- 4) Training staff on new and revised procedures.
- 5) Conducting a review of a sample of case files for children in out-of-home care to determine whether costs are being appropriately allocated to Title IV-E versus other funding streams.
- 6) Drafting appropriate memoranda of understanding (MOUs) necessary to link opportunities with the cognizant County agency.
- 7) Consultation with County and State officials to assure a common understanding of applicable policy.
- 8) Guidance and technical assistance in the preparation of claims for reimbursement.

3. Performance Outcomes:

- a. Contractor will develop a "Matrix of Services" that identifies services that could or should be financed by Title IV-E funding.
- b. Contractor will facilitate a workshop involving key staff from the County, other public and private agencies, and stakeholders, to review and discuss matrix and desired funding outcomes.

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- c. Contractor will create a work-plan based on recommendations from public and private agencies, and stakeholders at the workshop.
- d. Contractor will work with County to implement actions approved by County and identified in the work-plan.

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EXHIBIT B

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Compensation and Billing

1. Compensation: County shall pay to Contractor as compensation in full for all services performed by Contractor an amount not to exceed ninety three thousand two hundred six dollars (\$93,206.00), pursuant to the project budget in Exhibit B-1.
2. Line Item Budget Adjustments:
 - a. Deviation in the line item expenditures in excess of twenty five percent (25%) of the total line item amount must be approved by the Director of Social Services of San Luis Obispo County, or designee. Line item adjustment requests must be in writing with a showing of show "good cause" and that the adjustment will further the overall purpose of this contract.
 - b. The Board of Supervisors expressly grants to the Director of Social Services for San Luis Obispo County, or designee, the authority to approve budget adjustments provided the change does not increase the maximum compensation of this contract or any other burden of the County under this contract.
3. Advance Payments. If advance payments are allowed, the County shall not pay for more than two (2) months of service in advance.
4. Funding. In the event that funding intended for the scope of services in this contract are not made available to the County for reasons outside of County's control, the funding due Contractor shall be eliminated or reduced and the Contractor shall hold the County harmless for such losses in reliance thereon.
5. Billing: Contractor shall submit to County, on the 10th of each month an itemized statement of services performed during that preceding period. All fiscal reports and billing shall be submitted to Gladys Kintz, Fiscal Services Division, Department of Social Services, PO Box 8119, San Luis Obispo CA 93403-8119. The compensation shall be paid within thirty (30) days after the receipt of an itemized statement from Contractor. Additional data may be required at the direction of the State Department of Social Services.

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EXHIBIT B-1

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
SAN LUIS OBISPO COUNTY DEPARTMENT OF SOCIAL SERVICES
SERVICE BUDGET

AGENCY:	Benton & Associates, Ltd.
CONTACT PERSON:	Bill Benton
PHONE:	(410) 531-6160
PROJECT:	Title IV-E and other Funding Sources
PROJECT BUDGET:	\$93,206.00

BUDGET

<u>LINE ITEM</u> <u>CATEGORY TOTALS</u>	<u>AMOUNTS</u>		
	FY 2005/2006	FY 2006/2007	Total Costs
DIRECT LABOR			
Bill B. Benton, D.P.A.	\$21,000.00	\$14,000.00	\$35,000.00
Charlene Chase, Consultant	\$12,000.00	\$ 6,000.00	\$18,000.00
Jim Murphy, C.P.A.	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00
TOTAL DIRECT LABOR	\$39,000.00	\$22,000.00	\$61,000.00
NON-PERSONNEL COSTS			
Mileage/Travel	\$ 5,797.00	\$ 5,117.00	\$10,914.00
Administration Allocation	\$13,283.00	\$ 8,009.00	\$21,292.00
TOTAL NON-PERSONNEL COSTS	\$19,080.00	\$13,126.00	\$32,206.00
TOTAL PROGRAM COSTS	<u>\$58,080.00</u>	<u>\$35,126.00</u>	<u>\$93,206.00</u>

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EXHIBIT C

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Duration and Effective Date

1. Effective Date: The effective date is the date County signs the contract. The County shall be the last to sign this contract.
2. Past Services Include: The County Board of Supervisors specifically acknowledges that in anticipation of this contract services within the scope of this contract may have been rendered from April 1, 2006 to the date the Board of Supervisors executed this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract.
3. Term: Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2007.

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EXHIBIT D

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

General Conditions

1. Status:
 - a. Independent Contractor: Contractor is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject of this Contract, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.
 - b. No eligibility for fringe benefits: Contractor understands and agrees that they will not be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement or pension program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
2. Warranty of Contractor: Contractor warrants that they will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.
3. Conflicts of Interest:
 - a. No officer, employee, director, or agent of the County shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested, nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.
 - b. Contractor shall not offer or transfer any property of any value to or on behalf of any employee, officer, director or agent of the County other than those compensations described in this Contract.
4. Non-Assignment of Contract: Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein and shall not assign or otherwise transfer its rights under this contract or any other interest therein without the prior written consent of County. Any such assignment, transfer, delegation or sublet without the County's prior written consent shall be null and void. County also reserves the right prior of approval for independent subcontractors.

5. Contractor's Facilities: Contractor shall obtain and maintain all appropriate licenses, permits and certificates required by all Federal, State and/or local laws, rules, regulations, guidelines, and directives for the operation of its facilities and for the provision of services hereunder.
6. Termination:
- a. Termination of Contract for Convenience of Either Party: Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
 - b. Termination of Contract for Cause: If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to Contractor:
 - 1) Contractor fails to perform its duties to the satisfaction of County;
 - 2) Contractor fails to fulfill in a timely and professional manner its obligation under this Contract; or
 - 3) Contractor, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon County.
 - c. Power to Terminate Contract: the Director of County Department of Social Services may effectuate Termination of the Contract without need for action, approval or ratification by the Board of Supervisors.
7. Indemnification:
- a. Contractor shall defend, indemnify, and hold harmless the County, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
- The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to the Contractor, including, but not limited to the following:
- 1) Violation of statute, ordinance, or regulation.
 - 2) Professional malpractice.
 - 3) Willful, intentional or other wrongful acts, or failures to act.
 - 4) Negligence or recklessness.
 - 5) Furnishing of defective or dangerous products.
 - 6) Premises liability.
 - 7) Strict Liability.
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- 8) Inverse condemnation.
 - 9) Violation of civil rights.
 - 10) Violation of any Federal or State statute, regulation or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, that Contractor is not an independent contractor.
- b. The parties expressly agree that the indemnification clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Contractor by the indemnification clauses.
8. Insurance: Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this agreement. Such policies shall be maintained for the full term of this Agreement. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI or above, and (2) are admitted insurance companies in the State of California.
- a. Comprehensive General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage:
- 1) \$1,000,000 for Personal Injury and Bodily Injury, including death.
 - 2) \$1,000,000 for Property damage.
 - 3) Automobile coverage, which shall include owned and non-owned vehicles. This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident of bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.
 - 4) The following endorsements must be provided in the policy:
 - a) If the insurance policy coverage is on an "accident" basis, it must be changed to "occurrence".
 - b) The policy must cover personal injury as well as bodily injury.
 - c) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement
 - d) The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the county, whether commercial or self-insurance will be called upon to a loss hereunder.
 - e) Self-insurance can be substituted for a commercial policy, and the same provisions shall apply.
- b. Worker's Compensation and Employers' Liability Insurance Policy (WC/EL): In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.

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- c. Professional Liability (PL) Insurance: Contractor shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions or malpractice" insurance with limits of liability of not less than one million (\$1,000,000.00) dollars per claim or occurrence to cover all services rendered by Contractor pursuant to this Contract. Where "claims made" coverage is provided, a total of five (5) years shall be provided. If coverage is on a "claims made" basis, Contractor promises to maintain such coverage for five (5) years following completion of services provided hereunder.
- d. The following requirements apply to all insurance provided by Contractor:
- 1) A certificate of insurance shall be furnished to County prior to the commencement of work. Upon request by County, Contractor shall provide a certified copy of any insurance policy to County within ten (10) working days.
 - 2) Certificates and policies shall state that the policies cannot be cancelled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County. Both the insurance company and Contractor shall have a one hundred (100%) percent responsibility and liability to provide notice to County.
 - 3) Approval of the insurance by County shall not relieve or decrease the extent to which Contractor may be responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract.
- e. The parties expressly agree that the insurance clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Contractor by the insurance clauses.
- f. If Contractor fails or refuses to procure or maintain the insurance required by this Contract, or fails or refuses to furnish County with the required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the Contract.
9. Records: Contractor shall keep complete and accurate records for the services performed pursuant to the Contract and shall make such records available to County upon request. Contractor and County shall ensure the confidentiality of any records that are required by law to be so maintained.
10. Accounting. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which may include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County. Contractors who are nonprofit corporations shall comply with OMB Circular A-122.

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Travel and lodging costs must be reasonable and not exceed levels allowed for County employees on official business, in accordance with Exhibit D-1, attached hereto and incorporated herein by reference. Gifts may not be charged to this contract, whether given to contractor staff or anyone else.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

11. Audits: All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require the Contractor's accounting records to be audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Social Laws:

- a. Equal Employment Opportunity: During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246. Contractor agrees to comply with all labor and other laws and regulations pertaining to unlawful discrimination, and specifically including California Department of Social Services Manual of Policy and Procedures section 21-100.
- b. Nondiscrimination in State and Federally Funded Programs: Contractor shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay.
- c. Maintenance of Data. Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and reserve the right to pursue legal remedy and/or sanction for compliance failures.

13. Unlawful Activity: If Contractor or any employee of Contractor is charged with, convicted, or pleads nolo contendere to a criminal statute violation occurring at a County

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facility or work site, Contractor, shall promptly notify the Director, County of San Luis Obispo Department of Social Services.

14. Corporate Authority: Any individual executing this agreement on behalf of Contractor represents and warrants that s/he is duly authorized to execute and deliver this Contract on behalf of said Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
15. Entire Agreement and Modifications: This Contract supercedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
16. Applicable Law and Venue: This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and San Luis Obispo County, California courts shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.
17. Separability: The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

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EXHIBIT D-1

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

GUIDELINE TO MILEAGE REIMBURSEMENT RATES

The County follows the IRS reimbursement rates for mileage. The mileage reimbursement rate effective January 1, 2006 is \$.445 per mile.

GUIDELINES TO MEAL AND HOTEL/MOTEL RATES

The following travel reimbursement rates are effective as of July 1, 2004, for all individuals traveling under the County Travel Policy. These rates shall remain in effect until modified by the Auditor-Controller:

MEALS

Meals must be claimed at the actual amount spent up to the maximum allowable amounts as follows:

Breakfast \$11.00
Lunch 14.00
Dinner 25.00

The County is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

Travel must
Meal begin before or end after

Breakfast 7:00 a.m. 8:00 a.m.
Lunch 11:00 a.m. 1:00 p.m.
Dinner 5:00 p.m. 6:00 p.m.

Under special circumstances, reimbursement may be allowed for costs exceeding these guidelines, provided written justification and documentation are submitted and approved by the Auditor-Controller. For conferences, seminars or conventions the documentation must be materials from the event sponsor.

HOTEL/MOTEL RATES

The maximum room rates allowed in any area within California for an individual on official County business as described in the Travel Policy are as follows:

- a. Single room rate - \$140.00 plus tax and parking.
- b. Double or multiple room rate - \$180.00 plus tax and parking. This rate is applicable only when all individuals sharing the room are authorized personnel eligible for reimbursement.
- c. High Cost Area - \$160.00.** (Single occupancy)

**High cost areas:

In order to save time and local transportation and parking costs, this rate may also be appropriate for employees staying at conference host hotels.

Employees shall seek, and shall be reimbursed for, accommodations that are of good quality and in reasonable proximity to the place where the employee is to conduct County business. Reimbursement will not be made for luxury accommodations.

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LODGING HIGH COST AREAS

AREA/CITY INCLUDES THESE CITIES SPECIFIC DATES

Alameda County Oakland, San Leandro, Berkeley

Contra Costa County Concord, Martinez, Richmond

LA Coastal Malibu, Santa Monica, Redondo Beach Manhattan Beach, Palos Verdes area

LA Downtown Wilshire Blvd, Santa Monica Blvd area

Marin County San Rafael, Sausalito, Novato

Napa County Napa, Calistoga

Monterey Coastal Carmel, Carmel Valley, Monterey May-October

Orange County Coastal Long Beach, Huntington Beach, Laguna Beach, Newport Beach, Costa Mesa, Dana Point, San Clemente

Palm Springs January-May

San Diego Co. Coastal San Diego, Coronado, La Jolla, Carlsbad, Oceanside, Encinitas

San Francisco Bay San Francisco, Half Moon Bay, San Mateo, Redwood City

Santa Barbara

Santa Clara Area Palo Alto, Mountain View, Sunnyvale, San Jose Los Altos, Menlo Park

Santa Cruz

South Lake Tahoe June-August

Yosemite Fish Camp May-Sept

Areas Outside California

Boston, Cambridge

Chicago

Jackson Hole, Wy.

New York City

Philadelphia

Seattle

Washington DC, Alexandria Va.

Prince George Md.

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EXHIBIT E

CONTRACT BETWEEN
BENTON & ASSOCIATES, LTD.
AND

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Special Conditions

1. Reports. Contractor shall submit program/service reports quarterly to County by the 20th of the month succeeding the quarter with which the report is concerned. Contractor is encouraged to use the reporting form developed by the County. The report shall describe the goals for the services being performed, a means to measure them, and any problems anticipated in performing said work in the future. Reports shall be submitted to Trish Avery Caldwell, Department of Social Services, PO Box 8119, San Luis Obispo CA 93403-8119.
2. Confidentiality. Contractor shall participate in this Contract for purposes directly connected with the administration of public social services. Contractor and its officers, agents, and employees shall comply with the requirements of the Welfare and Institutions Code and all professional rules pertaining to the confidentiality of information pertaining to a client. Contractor understands that any breach of Welfare and Institutions Code Sections 827 and 10850 may be a criminal offense. Contractor will not permit any access to client records by any person under Contractor's supervision until he/she has received training in confidentiality and has signed an oath to protect confidentiality of client records and juvenile court proceedings.
3. HIPAA. If the performance of this contract involves access to any individual identifiable health information, contractor and all officers, agents, employees and subcontractors shall comply with the Health Information Portability and Accountability Act of 1996 including, but not limited to signing a HIPAA Business Associates Agreement.